

<i>SERFF Tracking Number:</i>	<i>PACL-126438338</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Pacific Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>44516</i>
<i>Company Tracking Number:</i>	<i>10-1169</i>		
<i>TOI:</i>	<i>A03I Individual Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03I.005 Limited Flexible Premium</i>
<i>Product Name:</i>	<i>Individual Limited Premium Deferred Variable Annuity Contract & Application</i>		
<i>Project Name/Number:</i>	<i>Individual Limited Premium Deferred Variable Annuity Contract & Application/10-1169</i>		

Filing at a Glance

Company: Pacific Life Insurance Company

Product Name: Individual Limited Premium
Deferred Variable Annuity Contract &
Application

TOI: A03I Individual Annuities - Deferred
Variable

Sub-TOI: A03I.005 Limited Flexible Premium
Filing Type: Form

SERFF Tr Num: PACL-126438338 State: Arkansas

SERFF Status: Closed-Approved-
Closed State Tr Num: 44516

Co Tr Num: 10-1169

State Status: Approved-Closed

Reviewer(s): Linda Bird

Authors: Larry Gardner, Maysy

Disposition Date: 01/21/2010

Vang, Brian Deleget, Karen Givens

Date Submitted: 01/08/2010

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Individual Limited Premium Deferred Variable Annuity
Contract & Application

Project Number: 10-1169

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 01/21/2010

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 01/21/2010

Created By: Maysy Vang

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Maysy Vang

Filing Description:

NAIC: 67466

FEIN: 95-079000

To the Insurance Department of the State of Arkansas.

SERFF Tracking Number: PACL-126438338 State: Arkansas
Filing Company: Pacific Life Insurance Company State Tracking Number: 44516
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Project Name/Number: Individual Limited Premium Deferred Variable Annuity Contract & Application/10-1169

We are submitting the following forms for approval:

Form Number Form Description

10-1169 Individual Limited Premium Deferred Variable Annuity Contract with Index-Linked Interest
25-1169 Variable Annuity Application

The forms submitted are new and do not replace any previously approved forms.

Individual Limited Premium Deferred Variable Annuity Contract (10-1169)

The Contract is an individual, variable, non-participating, limited premium deferred annuity with index-linked interest contract. The contract contains a fixed account option and several variable investment options. At least 80% of each Purchase Payment must be allocated to the fixed account option. Money allocated to the fixed account option will earn the contract's guaranteed interest rate. In addition, additional interest (which is referred to in the contract as Index-Linked Interest) could be earned as determined by the S&P 500 Index. The amount of the Index-Linked Interest is determined by the index formula set forth in the Crediting Interest provision of the contract. As described in the contract, withdrawals are allowed, however, there may be a withdrawal charge imposed. The withdrawal charge is assessed as a fixed percentage of the amount withdrawn, with waiver of such charges in certain cases. The withdrawal schedule is set forth on the Contract Specifications page. There is also a M&E Risk Charge and Administrative Fee associated with this contract.

A death benefit is payable only if the sole surviving Annuitant or any Owner dies before the Annuity Date and while the contract is in force.

Annuity payments will be paid on a fixed basis under any of the Annuity Options provided under the contract or allowed by us.

Contract issue ages are 0 through 85.

There are no unusual features contained in the Contract.

Variable Annuity Application (25-1169)

This is the application form that will be used to apply for the Contract.

Qualified Plan Riders

SERFF Tracking Number: PACL-126438338 State: Arkansas
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The contract will be marketed through licensed producers of the Company to fund non-qualified annuities and tax-qualified retirement plans and programs under Internal Revenue Code Sections 401(a), 401(k), 403(b) and 408(b), including but not limited to, SEP-IRAs, Simple IRAs, Roth IRAs and 457. In such cases, one of the following riders will be attached to the contract at issue.

Form Number Form Description Date Approved

20-14200 Qualified Retirement Plan Rider 12/27/2001
20-1156 403(b) Tax Sheltered Annuity Rider 8/22/2008
20-18900 Individual Retirement Annuity (IRA) Rider 12/20/2002
20-19000 Roth Individual Retirement Annuity Rider 12/20/2002
20-19100 Simple Individual Retirement Annuity Rider 12/20/2002
24-123799 Section 457 Rider 11/10/1999

Statement of Variability

The forms submitted have been completed in John Doe fashion. Bracketed matter shown on the Application and Contract are subject to change. The accompanying Statement of Variability provides an explanation of the variable items applicable to these forms.

The forms submitted:

- are exempt from flesch score readability requirements as they are securities subject to federal jurisdiction;
- have been filed with the Securities and Exchange Commission;
- are in final print and subject to only minor modification in paper size, stock, ink, border, Company logo and adaptation to electronic media or computer printing.

All required transmittals, checklists, certifications and/or filing fees are included in this submission.

To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction.

Should you have any questions or require additional information, please call toll-free 1-866-746-2724 ext. 3281.

Sincerely,

SERFF Tracking Number: PACL-126438338 State: Arkansas
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Karen Givens, J.D.
Sr. Compliance Analyst
Annuities & Mutual Funds
Email: amfproduct.filing@pacificlife.com

Company and Contact

Filing Contact Information

Maysy Vang, Compliance Analyst Mvang@pacificlife.com
700 Newport Center Drive 949-219-6907 [Phone]
Newport Beach, CA 92660 949-219-0579 [FAX]

Filing Company Information

Pacific Life Insurance Company CoCode: 67466 State of Domicile: Nebraska
700 Newport Center Drive Group Code: 709 Company Type: Annuities
Newport Beach, CA 92660-6397 Group Name: State ID Number:
(800) 722-2333 ext. [Phone] FEIN Number: 95-1079000

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pacific Life Insurance Company	\$50.00	01/08/2010	33388429

SERFF Tracking Number: PACL-126438338 State: Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/21/2010	01/21/2010

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	01/12/2010	01/12/2010	Karen Givens	01/21/2010	01/21/2010

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Extension Request	Note To Filer	Linda Bird	01/13/2010	01/13/2010
Extension Request	Note To Reviewer	Maysy Vang	01/12/2010	01/12/2010

SERFF Tracking Number: *PACL-126438338* *State:* *Arkansas*
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Disposition

Disposition Date: 01/21/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PACL-126438338 State: Arkansas

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	No	
Supporting Document	Application	No	
Supporting Document	Life & Annuity - Actuarial Memo	No	
Supporting Document	CERTIFICATION	Yes	
Supporting Document	Statement of Variability	Yes	
Supporting Document	Certifications pursuant to 1/12/2010 problem report	Yes	
Form	Individual Limited Premium Deferred Variable Annuity Contract with Index- Linked Interest	Yes	
Form	Variable Annuity Application	Yes	

SERFF Tracking Number: *PACL-126438338* *State:* *Arkansas*
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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 01/12/2010
Submitted Date 01/12/2010
Respond By Date 02/12/2010

Dear Maysy Vang,

 This will acknowledge receipt of the captioned filing.

Objection 1

No Objections

Comment: External Indexed contracts are subject to the External Indexed Guidelines. Please furnish certification that this filing is in compliance with these guidelines and certifications required by these guidelines.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

SERFF Tracking Number: PACL-126438338 State: Arkansas
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Response Letter

Response Letter Status Submitted to State
Response Letter Date 01/21/2010
Submitted Date 01/21/2010

Dear Linda Bird,

Comments:

Response to 1/12/2010 problem report

Response 1

Comments: Please see the attached requested certifications under the Supporting Documentation Tab.

Related Objection 1

Comment:

External Indexed contracts are subject to the External Indexed Guidelines. Please furnish certification that this filing is in compliance with these guidelines and certifications required by these guidelines.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Certifications pursuant to 1/12/2010 problem report

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Thank you.

Sincerely,

Brian Deleget, Karen Givens, Larry Gardner, Maysy Vang

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Note To Filer

Created By:

Linda Bird on 01/13/2010 12:23 PM

Last Edited By:

Linda Bird

Submitted On:

01/13/2010 12:23 PM

Subject:

Extension Request

Comments:

The respond date on this objection is 02/12/2010.

SERFF Tracking Number: *PACL-126438338* *State:* *Arkansas*
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Note To Reviewer

Created By:

Maysy Vang on 01/12/2010 03:18 PM

Last Edited By:

Maysy Vang

Submitted On:

01/12/2010 03:19 PM

Subject:

Extension Request

Comments:

We respectfully request an extension until January 15, 2010 to respond to the Department's objection. Thank you for your consideration.

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Form Schedule

Lead Form Number: 10-1169

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	10-1169	Policy/Cont Individual Limited ract/Fratern Premium Deferred al Variable Annuity Certificate Contract with Index- Linked Interest	Initial		0.000	P1169.pdf
	25-1169	Application/Variable Annuity Enrollment Application Form	Initial		0.000	25-1169.pdf



PACIFIC LIFE

Pacific Life Insurance Company
700 Newport Center Drive
Newport Beach, CA 92660
(800) 722-4448

READ YOUR CONTRACT CAREFULLY

This is a legal contract between **you** (the "Owner") and **Pacific Life Insurance Company**, a stock company, (hereinafter referred to as "**we**", "**us**", "**our**" and the "**Company**").

We agree to pay the benefits provided under this Contract, subject to its provisions.

We have issued this Contract in consideration of the application and payment of the Initial Purchase Payment.

BENEFITS AND VALUES PROVIDED UNDER THIS CONTRACT MAY BE ON A VARIABLE BASIS. AMOUNTS DIRECTED INTO ONE OR MORE OF THE VARIABLE INVESTMENT OPTIONS WILL REFLECT THE INVESTMENT EXPERIENCE OF THOSE INVESTMENT OPTIONS. THESE AMOUNTS MAY INCREASE OR DECREASE, AND ARE NOT GUARANTEED AS TO A DOLLAR AMOUNT. DETAILS OF THE VARIABLE PROVISIONS BEGIN ON PAGE 13.

THE AMOUNTS ALLOCATED TO A FIXED ACCOUNT OPTION EARN INTEREST NOT LESS THAN THE MINIMUM GUARANTEED INTEREST RATE STATED IN THE CONTRACT SPECIFICATIONS. ADDITIONAL INTEREST MAY BE ADDED TO THE FIXED ACCOUNT OPTION BASED ON AN EXTERNAL INDEX OR INDICES. THIS INTEREST IS NOT GUARANTEED, AND WHILE THE FIXED ACCOUNT OPTION VALUE MAY BE AFFECTED BY AN EXTERNAL INDEX, THE FIXED ACCOUNT OPTION DOES NOT DIRECTLY PARTICIPATE IN ANY STOCK OR EQUITY INVESTMENTS. THE DETAILS OF THE FIXED ACCOUNT OPTIONS BEGIN ON PAGE 10.

THERE IS A WITHDRAWAL CHARGE APPLICABLE TO YOUR CONTRACT. PLEASE REVIEW YOUR CONTRACT SPECIFICATIONS PAGE AND THE CHARGES, FEES AND DEDUCTIONS PROVISION CAREFULLY.

Right to Cancel – You may return this Contract within [ten (10) days] after you receive it. To do so, mail it to us at our Service Center or to the agent who sold it to you. No withdrawal charge will be imposed, and we will refund the Contract Value, including any fees or charges for premium taxes and/or other taxes that were deducted from the Contract Value.

Signed for the Company at Newport Beach, California, to be effective as of the Contract Date.

PACIFIC LIFE INSURANCE COMPANY

	
Chairman and Chief Executive Officer	Secretary

INDIVIDUAL LIMITED PREMIUM DEFERRED VARIABLE ANNUITY CONTRACT WITH INDEX-LINKED INTEREST

Investment Experience Reflected in Benefits
Variable and Fixed Accumulation Before Annuity Date
Annuities Payable in Fixed Dollar Amounts
Death Benefit Proceeds Payable Before Annuity Date
Non-Participating

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CONTRACT SPECIFICATIONS

CONTRACT DATA

Contract Number:	[VA999999]	Contract Date:	[01-01-2009]
Contract Type:	[Non-Qualified]	Initial Purchase Payment:	[\$500,000]
Minimum Purchase Payment Amount:	[\$25,000]	Maximum Purchase Payment Amount Without Home Office Approval:	[\$1,000,000]
Minimum Allocation Amount:	[\$1,000]	Maximum Additional Purchase Payments:	[\$100,000 aggregate amount]
Maximum Issue Age:	[Age 85]		
Owner(s):	[John Doe] [Jane Doe]		
Annuitant(s):	[John Doe] [Jane Doe]	Annuitant's Age:	[35] [35]
		Annuitant's Sex:	[Male] [Female]
Annuity Date:	[01-01-2027]		

Fees & Charges

M&E Risk Charge:	0.20%
Administrative Fee:	0.25%

Withdrawal Charges

Year of Withdrawal	% of Gross Withdrawal
1	8%
2	8%
3	7%
4	6%
5	5%
6	4%
7 and Later	0%

FOR A COMPLETE DESCRIPTION OF THE CHARGES, FEES AND DEDUCTIONS SHOWN ABOVE AND OTHER APPLICABLE FEES AND CHARGES, REFER TO THE **CHARGES, FEES AND DEDUCTIONS** SECTION OF THE CONTRACT OR THE ANNUAL CHARGE PROVISION OF THE OPTIONAL RIDER(S) SHOWN ABOVE, IF ANY.

INVESTMENT OPTIONS

Variable Investment Options:

[Equity Index]
[Money Market]

Fixed Account Options:

[Index-Linked Interest*]

Fixed Account Interest Rates:

Minimum Guaranteed Interest Rate: [1.00%-3.00%]

**Initial Maximum Total Interest Rate:

Total Purchase Payments less withdrawals less than [\$100,000]: [X.XX%]

Total Purchase Payments less withdrawals [\$100,000 and above]: [X.XX%]

*The index applicable to this option is the [S & P 500®].

["S&P 500®" is a trademark of the McGraw Hill Companies, Inc. and has been licensed for use by the Company. This annuity is not sponsored, endorsed, sold or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of purchasing the annuity.

The S&P 500 Index applicable to the Fixed Account Option does not include the payment or reinvestment of dividends in the calculation of performance and the S&P 500 Index is not available for direct investment.]

** The Initial Maximum Total Interest Rates shown above will not change during the first six Contract Years. If the total Purchase Payments less withdrawals as of the first Contract Anniversary are [\$100,000] or more, the Maximum Total Interest Rate (TIR) will be the higher interest rate and will apply to the Contract during the first six Contract Years. If the total Purchase Payments less withdrawals as of the first Contract Anniversary are less than [\$100,000], then the Maximum TIR will be the lower interest rate. During the first six Contract Years, if, on any Contract Anniversary, the Contract Value equals [\$100,000] or more, the higher interest rate will apply. Once the higher interest rate is applied, it will not be decreased during the first six Contract Years. Beginning with Contract Year seven, the Maximum TIRs for subsequent Contract Years will be determined annually, but will never be below [4.00%]. If the Contract Value on any Contract Anniversary equals [\$100,000] or more, the higher interest rate will apply to the Contract for that Contract Anniversary interest calculation. If the Contract Value on the Contract Anniversary is less than [\$100,000], the lower interest rate will apply to the Contract for that Contract Anniversary interest calculation.

Service Center

Send Forms and written requests to:

Pacific Life Insurance Company
P.O. Box 2378
Omaha, Nebraska 68103-2378

Send Payments to:

Pacific Life Insurance Company
P.O. Box 2290
Omaha, Nebraska 68103-2290

Toll-Free Number for Contract Owners: [1-800-722-4448] (between 6 a.m. - 5 p.m., Pacific Time)

Toll-Free Number for Registered Representatives: [1-800-722-2333] (between 6 a.m. - 5 p.m., Pacific Time)

Please use our toll-free number to present inquiries or obtain information about your coverage and for us to provide assistance in resolving complaints.

DEFINITION OF TERMS

Account Value – The amount of the Contract Value allocated to any one of the Investment Options.

Add-In Amount – The amount added by us, if applicable, to the Contract Value on the Notice Date to set the Contract Value equal to the death benefit proceeds less pro rata Index-Linked Interest, if any, that would have been payable to the spouse as the deemed Beneficiary/designated recipient of the death benefit.

Age – The Owner's or Annuitant's age, as applicable, at his or her last birthday.

Annuitant – The person you name on whose life annuity payments may be determined. An Annuitant's life may also be used to determine certain increases in death benefits and to determine the Annuity Date. If you designate Joint Annuitants or a Contingent Annuitant, "Annuitant" means the sole surviving Annuitant, unless otherwise stated. If the Contract is owned by a Non-Natural Owner, you may not designate a Joint or Contingent Annuitant. Any named Annuitant, Joint Annuitant, or Contingent Annuitant must be equal to or less than the Maximum Issue Age as shown in the Contract Specifications as of the Contract Date. If the Contract is a Non-Qualified Contract, you cannot change the Annuitant or add a Joint Annuitant. If the Contract is a Qualified Contract, you may add a Joint Annuitant only on the Annuity Date.

Annuity Date ("Annuity Start Date") – The date shown in the Contract Specifications, or the date you later elect, if any, for the start of annuity payments if the Annuitant is still living and the Contract is in force; or if earlier, the date that annuity payments actually begin.

Annuity Options – Income options available for a series of payments after the Annuity Date.

Beneficiary – The person you name who may receive any death benefit proceeds or any remaining annuity benefits in accordance with the provisions of this Contract.

Business Day – Any day on which the value of an amount invested in a Subaccount is required to be determined by applicable law which currently includes each day that both the New York Stock Exchange is open for trading and our administrative offices are open. If any transaction or event under this Contract is scheduled to occur on a day that is not a Business Day, such transaction or event will be effected using the next following Business Day's Variable Account Values, Subaccount Units and Subaccount Values, unless otherwise stated.

Calendar Year – A one-year period beginning January 1 and ending December 31.

Code – The Internal Revenue Code of 1986, as amended.

Contingent Annuitant – The person, if any, you select to become the Annuitant if the Annuitant dies before the Annuity Date. You may add or change the Contingent Annuitant prior to the Annuity Date provided the Contingent Annuitant is not the sole surviving Annuitant. The age of any Contingent Annuitant you name must be equal to or less than the Maximum Issue Age as shown in the Contract Specifications as of the Contract Date. If you add or change a Contingent Annuitant after the Contract is issued, any newly-named or added Contingent Annuitant must be under Age 86 at the time of such change or addition. If the Contract is owned by a Non-Natural Owner, you may not designate a Contingent Annuitant.

Contingent Beneficiary – The person, if any, you select to become the Beneficiary if the Beneficiary dies.

Contract Anniversary – The same date, in each subsequent year, as the Contract Date.

Contract Date – The date we issued this Contract, as shown in the Contract Specifications. Contract Years, Contract Anniversaries, Contract Semiannual Periods, Contract Quarters and Contract Months are measured from the Contract Date.

Contract Value – As of the end of any Business Day, the Contract Value is equal to the sum of the Variable Account Value and the FAO Value.

Fixed Account Option (“FAO”) – An Investment Option to which Purchase Payments and transfers may be allocated. The FAO available under the Contract is shown in the Contract Specifications. Amounts allocated to the FAO are held in our General Account.

Fixed Account Option Value (“FAO Value”) – The aggregate amount of the Contract Value allocated to the FAO.

General Account – The General Account consists of our assets, other than those assets allocated to Separate Account A or to any of our other separate accounts.

Index – Refers to the Index shown in the Contract Specifications and is used to determine any Index-Linked Interest creditable on a Contract Anniversary, or upon death or annuitization. If the Index is discontinued or if the calculation of the Index is substantially changed, we will substitute an alternative Index and notify you in writing.

Investment Option – A Variable Account or the FAO offered under the Contract.

Minimum Guaranteed Interest Rate (MGIR) – The minimum interest rate, shown in the Contract Specifications that will be credited to the FAO. This interest rate is set at the Issue Date and will not change for the life of the Contract.

Non-Natural Owner – A corporation or other entity that is not a (natural) person.

Non-Qualified Contract – A Contract other than a Qualified Contract.

Notice Date – The day on which we receive, in a form satisfactory to us, proof of death and instructions satisfactory to us regarding payment of death benefit proceeds.

Owner – The person(s) who has (have) all rights under this Contract. If the Contract names two Owners, Owner means both Owners (“Joint Owners”). The age of any named Owner must be equal to or less than the Maximum Issue Age as shown in the Contract Specifications as of the Contract Date. If the Contract allows you to change or add Owners after the Contract is issued, the age of any newly-named or added Owners, including Joint Owners, must be equal to or less than the Maximum Issue Age as shown in the Contract Specifications at the time of such change or addition.

Primary Annuitant – The individual that is named in the Contract, the events in the life of whom are of primary importance in affecting the timing or amount of the payout under the Contract.

Purchase Payment – An amount paid to us, by or on behalf of an Owner, as consideration for the benefits provided under this Contract.

Qualified Contract – A Contract that qualifies under the Code as an individual retirement annuity (“IRA”) or a Contract purchased under a Qualified Plan that qualifies for special tax treatment under the Code.

Qualified Plan – A retirement plan that receives favorable tax treatment under Section 401, 403, 408, 408A or 457 of the Code.

SEC – Securities and Exchange Commission.

Separate Account or Separate Account A – The Company’s Separate Account, registered as a unit investment trust under the Investment Company Act of 1940, as amended (“1940 Act”).

Service Center – Our mailing address shown in the Contract Specifications. We will notify you of any change in our mailing address.

Subaccount – An investment division of the Separate Account. Each Subaccount, (a "Variable Investment Option" or "Variable Account") invests its assets in a separate series or class of shares of a designated investment company.

Subaccount Unit – Subaccount Units are used to measure the Variable Account Value in that Subaccount.

Total Interest Rate (TIR) – The interest rate declared periodically, usually on a Contract Anniversary that sets the maximum interest rate that will be used to determine the interest amount credited to the FAO for a Contract Year. The interest rate will be based on criteria as determined by the Company and it includes the Minimum Guaranteed Interest Rate. The TIR is shown on the Contract Specifications page and these TIRs do not change during the first six Contract Years.

Unit Value – The value of a Subaccount Unit ("Subaccount Unit Value"). The Unit Value of any Subaccount is subject to change on any Business Day. The fluctuations in value reflect investment results and daily deductions for the mortality and expense risk charge. The Unit Value of a Subaccount Unit is determined each Business Day.

Variable Account ("Variable Investment Option") – A Subaccount of the Separate Account or any separate account of ours which is available under the Contract in which the assets of the Company are segregated from the assets in our General Account and from the assets in our other separate accounts.

Variable Account Value ("Subaccount Value") – The aggregate amount of the Contract Value allocated to the Variable Accounts.

You and Your – The person or persons named as Owner(s) in the Contract Specifications. If there are Joint Owners, you and your mean both Joint Owners.

GENERAL PROVISIONS

Report to Owner(s) – At least once per year prior to the Annuity Date, we will provide you with a report that will show the beginning and ending dates of the current report period, the Contract Value at the beginning and end of the report period, and the transactions that have occurred since the last report (i.e., Purchase Payments received, transfers, withdrawals, applicable withdrawal charges and/or charges and/or fees incurred since the last report, and any other information that may be required. After the Annuity Date, we will provide you with any information that may be required.

Payments, Instructions and Requests – Unless this Contract provides otherwise, all Purchase Payments, instructions and requests must be received in a form satisfactory to us at our Service Center. Any subsequent Purchase Payments, transfers or withdrawals received by us on any Business Day usually will be processed the same Business Day, unless the transaction or event is scheduled to occur on another day.

Generally, all other instructions and requests applicable to a Subaccount normally will be effective as of the end of the Business Day following the day such instructions and requests are received, in a form satisfactory to us, unless the transaction or event is scheduled to occur on another day. If any transaction or event is scheduled to occur on a day that does not exist in a given month, such transaction or event will occur on the last calendar day of the month, unless otherwise stated.

We may require that you provide signature guarantees or other safeguards for any instruction, request or other document you may send to our Service Center. You acknowledge and agree that we will not be liable for any loss, liability, cost or expense of any kind or character for acting on instructions or requests submitted to us that we reasonably believe to be genuine.

Entire Contract – This Contract, the attached application and any attached riders and endorsements, constitute the entire Contract, and supersede any and all prior agreements, whether oral or written, about the terms of this Contract and the application. All statements made in the application are representations and not warranties.

Contract Modifications – Modifications to this Contract or any waiver of our rights or requirements under this Contract can only be made if in writing by an authorized officer of the Company. This Contract is intended to qualify as an annuity contract for federal income tax purposes. In addition, if this Contract is a Qualified Contract, this Contract is intended to qualify as part of a Qualified Plan. To that end, the provisions of this Contract are to be interpreted and administered to ensure or maintain such tax qualification, notwithstanding any other provisions to the contrary. We reserve the right to amend this Contract without the Owner's consent (except in those states where Owner's consent is required) and/or our administrative procedures to reflect any clarifications that may be needed or are appropriate to maintain its tax qualification or to conform this Contract to any applicable changes in the tax qualification requirements.

Basis of Values – A detailed statement showing how values are determined has been filed with the state insurance departments. All values and reserves are at least equal to those required by the laws of the state in which this Contract is delivered.

Minimum Benefits – The benefits provided under this Contract are not less than the minimum benefits required by any statute of the insurance laws of the state in which the Contract is delivered. Such benefits may be altered by additional amounts credited, increases and/or decreases in the investment performance of the Variable Investment Options, loans and loan repayments or withdrawals as described in the applicable sections of this Contract.

Claims of Creditors – The Contract Value and other benefits under this Contract are exempt from the claims of creditors to the extent permitted by law.

Removal of Beneficiary or Contingent Annuitant – You may remove a Beneficiary or a Contingent Annuitant from this Contract by providing proper written instructions to our Service Center.

Ownership – This Contract belongs to the Owner. The Owner is entitled to exercise all rights available under this Contract. If this Contract names two Owners, both Owners must join in any request to exercise these rights. The Owner may exercise these rights without the consent of the Beneficiary or any other person, except as otherwise required by law.

Assignment – You may assign all rights and benefits under this Contract before the Annuity Date. The assignment is effective on the date the notice of assignment is signed, subject to any payments made or actions taken by us prior to our receipt of the notice. We are not responsible for the validity of any assignment. If the Contract has been absolutely assigned, the assignee becomes the Owner. You should consult with your tax adviser to determine the tax consequences of an assignment before taking any action.

Delay of Payments – Generally, we will pay any amounts due from the Contract within seven (7) days after our receipt of the request, in a form satisfactory to us. Payments or transfers to or from a Variable Account may be delayed after our receipt of the request under certain circumstances. These include:

- a closing of the New York Stock Exchange other than on a regular holiday or weekend;
- a trading restriction by the SEC; or
- an emergency declared by the SEC.

We may delay payments or transfers from our General Account (which would include payment of the withdrawal proceeds, transfers from any FAO, fixed annuity payments and lump sum death benefit payments, unless state law requires otherwise) for up to six (6) months after the requested effective date of the transaction. Any amount delayed, so long as it is held under any FAO, will earn interest at the GMIR on an annual basis thereafter while any delay continues.

If you make any Purchase Payment by check, other than a cashier's check, we may delay making payments to you until your check has cleared.

Incontestability – After this Contract has been issued, we will not contest the validity of this Contract other than for misstatement of age, sex or identity.

Misstatement of Age and/or Sex – We may require proof of the Annuitant's or Owner's Age and/or sex before any payments associated with the death benefit proceeds are made. If the Age and/or sex of the Annuitant or Owner is incorrectly stated, we will base any such payment associated with the death benefit proceeds on the Annuitant's or Owner's correct Age and/or sex.

We may require proof of the Annuitant's Age and/or sex before starting annuity payments. If the Age and/or sex (or both) of the Annuitant is incorrectly stated, we will correct the amount payable, based upon the Annuitant's correct Age and/or sex, if applicable. If we make the correction after annuity payments have started and we have made overpayments, we will deduct the amount of the overpayment, with interest at 3% per year, from any payments due then or later. If we have made underpayments, we will add the amount, with interest at 3% per year, of the underpayments to the next payment we make after we receive proof of the correct Age and/or sex.

Proof of Life or Death – Before we make a payment, we have the right to require proof of the life or death of any person on whose life or death determines whether, to whom, or how much we must pay any benefits under this Contract.

Withholding Taxes – We reserve the right to withhold from all payments made or deemed made under this Contract, any taxes required to be withheld by applicable federal or state law, unless the Owner or payee elects otherwise pursuant to applicable withholding rules.

Non-Participating – This Contract is classified as a non-participating contract. It does not participate in our profits or surplus, and therefore no dividends are payable.

PURCHASE PAYMENTS

Initial Purchase Payment – This Contract will not be in force until we receive at our Service Center the Initial Purchase Payment. The Initial Purchase Payment is shown in the Contract Specifications.

Additional Purchase Payments – You may make additional Purchase Payments within the first 60 days of the Contract Date, while the Annuitant is living and this Contract is in force. Each additional Purchase Payment must be at least \$1,000. We may limit the amount of any single Purchase Payment. You must obtain our consent before making a Purchase Payment that will bring the aggregate additional Purchase Payments or aggregate Purchase Payments over the Maximum Purchase Payment amounts shown in the Contract Specifications.

Purchase Payments are payable in U.S. dollars either at our Service Center or through our agent. Checks should be made payable to **Pacific Life Insurance Company**. If you make Purchase Payments by check other than a cashier's check, withdrawal payments and any refund under the **Right to Cancel** provision may be delayed until your check has cleared. On request, a receipt for the Purchase Payment signed by an officer of the Company will be provided after payment.

Purchase Payment Allocation – You may allocate all or part of your Purchase Payments to one or more of the Investment Options available under this Contract. The Investment Options available on the Contract Date are shown in the Contract Specifications. The following conditions apply:

- At least 80% of the Initial Purchase Payment must be allocated to the FAO.
- No more than 20% of the Initial Purchase Payment may be made to the Variable Investment Options.
- Subsequent Purchase Payments will be allocated at the same percentage to the investment options as the Initial Purchase Payment, unless otherwise instructed. However, any subsequent Purchase Payment is subject to the first two conditions listed above.

Subject the above conditions, you may change the Purchase Payment allocation by providing us with instructions in a form satisfactory to us. We will allocate any Purchase Payment according to your most recent allocation instructions. We may reject any instruction or Purchase Payment if your instructions are not clear or we cannot determine your allocation instructions.

Allocations During the Right to Cancel Period – We will allocate the Initial Purchase Payment in accordance with your most recent allocation instructions.

Minimum Investment Option Value – We reserve the right to require that, as a result of any allocation to an Investment Option, any transfer, or any withdrawal, the remaining Account Value in any Investment Option must be at least \$1,000.

We also reserve the right to transfer any remaining Account Value that does not meet such minimum amount to your other Investment Options on a pro rata basis relative to your most recent allocation instructions for those Investment Options.

FIXED ACCOUNT OPTIONS

Fixed Account Options (FAOs) – You must, before the Annuity Date and subject to the provisions of this section, allocate at least 80% of any Purchase Payment, amounts transferred from other Investment Options, or a rollover, to the FAO, while the Annuitant is living and the Contract is in force.

Amounts allocated to the FAO are held in our General Account. Subject to applicable law, we have sole discretion over the investment of our General Account assets.

Minimum Allocation Amount – The minimum amount that may be allocated to a FAO is as shown in the Contract Specifications.

Crediting Interest – The FAO will be credited interest by applying the Minimum Guaranteed Interest Rate (MGIR) and the Index-Linked Interest Rate (ILIR), if applicable, to the FAO Value. The interest rate applied will depend on a number of factors, including the purpose for calculating the interest rate, the date it is calculated, and the general performance of the index used to calculate the ILIR.

We will stop crediting interest on that portion of the FAO Value that is transferred, withdrawn or applied to provide an annuity, including any:

- withdrawal charges; and,
- charges for premium taxes and/or other taxes.

We will do so as of the end of the Business Day any such transaction is effective.

Minimum Guaranteed Interest Rate (MGIR) – The MGIR is shown in the Contract Specifications. Interest will be credited daily at a rate which compounds over one year to the annualized effective rate for the MGIR.

Index-Linked Interest Rate – On certain days, we will determine if the amounts allocated to a FAO are eligible to be credited with Index-Linked Interest (ILI). Usually a date when this rate will be calculated will be the day an event that requires the FAO Value to be determined. The following are dates that these calculations would normally be done:

- each Contract Anniversary;
- any day that the FAO Value must be calculated in order to pay or determine a death benefit;
- any day that the FAO Value will be applied to an annuity option provided by us; and,
- any other day as determined by us or if required by law.

The formula for calculating ILI is as follows:

Step One – Determine Index Return

$$\text{Index Return} = (\text{Ending Index Value}^{**} - \text{Starting Index Value}^{*}) / \text{Starting Index Value}$$

If the Index Return is less than or equal to the Guaranteed Minimum Interest Rate, then no ILI will be paid.

Step Two – Adjust Index Return

$$\text{Adjusted Index Return} = \text{Lesser of Index Return or Maximum Total Interest Rate}$$

Step Three – Determine Index-Linked Interest

Index-Linked Interest = (Net FAO Value*** X Pro-rata Factor X Adjusted Index Return) minus MGIR credited during the contract year, where:

- Net FAO Value equals FAO Value on the prior Contract Anniversary minus withdrawals during the contract year
- Pro-rata Factor equals 1, unless there is a subsequent payment, a death benefit is payable or the contract is annuitized. If there is a subsequent payment, a death benefit is payable, or the contract is annuitized, the Pro-rata Factor is equal to the number of days invested during the contract year divided by 365
- Adjusted Index Return, as determined in Step Two.

*Starting Index Value for Purchase Payments made in the first Contract Year is the Index Value on the day each Purchase Payment was received. After the first Contract Year, the Starting Index Value is the prior Contract's Years' Ending Index Value.

** The Ending Index Value on the Contract Anniversary is the Index Value as of the end of the last business day of the Contract Year. In the event of death, the Ending Index Value is the Index Value at the market close on the Business Day prior to the date that the death claim is received in good order. In the event of annuitization, the Ending Index Value is the Index Value at the market close on the Business Day prior to the Annuity Start Date.

*** On the first Contract Anniversary, ILI will be determined using Purchase Payment amount less withdrawals instead of Net FAO Value. If there are subsequent Purchase Payments in the first Contract Year, the formula will be applied against each subsequent Purchase Payment separately and withdrawals will be deducted from Purchase Payments on a first-in, first-out (FIFO) basis.

VARIABLE INVESTMENT OPTIONS

Variable Investment Options – The Variable Investment Options consist of Subaccounts of the Separate Account. The available Subaccounts as of the Contract Date are shown in the Contract Specifications.

Separate Account – We established the Separate Account under the laws of the state of California. The Separate Account is maintained under the laws of our state of domicile. Any income, gains or losses (whether or not realized) from the assets of each Variable Account are credited or charged against such Variable Account without regard to our other income, gains or losses. Assets may be put in our Separate Account to support this Contract and other variable annuity contracts. Assets may be put in our Separate Account for other purposes, but not to support contracts other than variable annuity contracts. The assets of our Separate Account are our property. The portion of the Separate Account assets equal to the reserves and other Contract liabilities with respect to each Variable Account will not be chargeable with liabilities arising out of any other business we conduct. We may transfer assets of a separate account in excess of the reserves and other liabilities with respect to its Variable Accounts to another separate account or to our General Account. All obligations arising under the Contract are our general corporate obligations. We do not hold ourselves out to be trustees of the Separate Account assets.

We reserve the right, subject to compliance with the law then in effect, and after any required regulatory approval, to:

- cease offering any Subaccount;
- add or change designated investment companies or their portfolios, or other investment vehicles;
- add, delete or make substitutions for the securities and other assets that are held or purchased by the Separate Account or any Variable Account;
- permit conversion or exchanges between portfolios and/or classes of contracts on the basis of Owners' requests;
- add, remove or combine Variable Accounts;
- combine the assets of any Variable Account with any of our other Separate Accounts or of any of our affiliates;
- register or deregister Separate Account A or any Variable Account under the 1940 Act;
- operate any Variable Account as a managed investment company under the 1940 Act, or any other form permitted by law;
- run any Variable Account under the direction of a committee, board, or other group;
- restrict or eliminate any voting rights of Owners with respect to any Variable Account or other persons who have voting rights as to any Variable Account;
- make any changes required by the 1940 Act or other federal securities laws;
- make any changes necessary to maintain the status of the Contracts as annuities under the Code;
- make other changes required under federal or state law relating to annuities;
- suspend or discontinue sale of the Contracts; and
- comply with applicable law.

If any of these changes result in a material change in the underlying investments of a Variable Account, we will notify you of such change.

We will not change the investment policy of the Separate Account without following the filing and other procedures of the insurance supervisory official of our state of domicile and the filing and other procedures established by insurance regulators of the state of delivery. Unless required by law or regulation, an investment policy may not be changed without our consent.

From time to time we may make other Investment Options available to you. Any new Investment Option may invest in portfolios of the designated investment company, other designated investment companies or their portfolios, or in other investment vehicles. New Investment Options will be made available to existing Owners at our discretion. We will provide you with written notice of all material details, including investment objectives and charges. We will comply with the filing or other procedures established by applicable state insurance regulators, to the extent required by applicable law.

CONTRACT VALUES

Contract Value – The Contract Value on any Business Day is the sum of:

- the FAO Value; plus
- the Variable Account Value.

We generally determine values on each day that the New York Stock Exchange is open, provided our administrative offices are also open on that day.

FAO Value – The FAO Value on any day is the FAO Value as of the prior day, increased by any additions to the FAOs on that day as a result of any:

- interest;
- Purchase Payments received by us and allocated the FAO; and
- transfers allocated to the FAO;

and decreased by any deductions from the FAOs on that day as a result of any:

- transfers from the FAO;
- withdrawals, including any applicable withdrawal charges;
- annual charges for expenses relating to any optional benefit riders attached to the Contract; and
- charges for premium taxes and/or other taxes.

Variable Account Value – The Variable Account Value on any Business Day is the sum of the Subaccount Values on that day.

Subaccount Value – Each Subaccount Value on any Business Day is equal to the number of Subaccount Units in that Subaccount multiplied by the Unit Value of the Subaccount on that day.

We credit the Subaccount with Subaccount Units as a result of any:

- Purchase Payments received by us and allocated to that Subaccount;
- transfers to that Subaccount; and
- additional amounts allocated to that Subaccount.

We debit the Subaccount with Subaccount Units as a result of any:

- transfers from that Subaccount;
- withdrawals, including any applicable withdrawal charges;
- annual charges for expenses relating to any optional benefit riders attached to the Contract; and
- charges for premium taxes and/or other taxes.

The number of Subaccount Units we credit to, or debit from, a Subaccount in connection with a transaction is equal to the amount of the transaction applicable to that Subaccount divided by that Subaccount's Unit Value at the end of the valuation period that includes that day. The number of Subaccount Units in a Subaccount will change only if we credit or debit Subaccount Units for the transactions specified above. The number of Subaccount Units will not change because of subsequent changes in the Subaccount Unit Value.

Subaccount Unit Value – The initial Unit Value of each Subaccount was \$10 on the Business Day the Subaccount began operations. At the end of each subsequent Business Day, the Unit Value for each Subaccount is equal to (Y) times (Z), where:

(Y) is the Unit Value for that Subaccount as of the end of the prior Business Day; and

(Z) is the Net Investment Factor for that Subaccount for the period (a "valuation period") between the prior Business Day and that Business Day.

Net Investment Factor – Each Subaccount's Net Investment Factor for any valuation period is equal to $(A / B) - C$, where:

(A) equals:

- (a) the net asset value per share of the corresponding portfolio shares held by the Subaccount as of the end of that valuation period; plus
- (b) the per share amount of any dividend or capital gain distributions made during that valuation period on the portfolio shares held by the Subaccount; plus or minus
- (c) any per share charge or credit for any income taxes, other taxes, or amounts set aside during that valuation period as a reserve for any income and/or any other taxes for which we determine to have resulted from the operations of the Subaccount or Contract, and/or any taxes attributable, directly or indirectly, to Purchase Payments;

(B) is the net asset value per share of the portfolio shares held by the Subaccount as of the end of the prior valuation period; and

(C) is a factor that we assess against the Subaccount's net assets held by each Subaccount for the mortality and expense risk charge during that valuation period.

CHARGES, FEES AND DEDUCTIONS

Administrative Fee – We charge an administrative fee against the assets held in the Variable Investment Option(s). This fee is assessed daily at the annual rate which is shown in the Contract Specifications. This fee is guaranteed not to increase.

Mortality and Expense Risk Charge (“Risk Charge”) – We impose a Risk Charge against the assets held in the Variable Investment Option(s). This charge is assessed daily at the annual rate which is shown in the Contract Specifications. The Risk Charge compensates us for the risks we assume that mortality and expenses will vary from those we assumed. This charge is guaranteed not to increase.

Premium Taxes – From the Contract Value, we will deduct a charge for any taxes we pay that are attributable to Purchase Payments or withdrawals. Such taxes may include, but are not limited to: any federal, state or local premium or retaliatory taxes; and any federal, state or local income, excise, business or any other type of tax (or component thereof), measured by or based upon, directly or indirectly, the amount of Purchase Payments we receive from you. We will normally deduct this charge upon annuitization. However, we may impose this charge on any withdrawal, at the time any death benefit is paid, when the taxes are incurred or when we pay the taxes. We will base this charge on the Contract Value, the amount of the transaction, the aggregate amount of Purchase Payments we receive under the Contract; or any other amount that, in our sole discretion, we deem appropriately reimburses us for premium taxes paid on this Contract.

Other Taxes – We reserve the right to charge the Separate Account and/or deduct from the Contract Value a charge for any federal, state or local taxes we pay that are or become attributable to the Separate Account or Contract, including, but not limited to, income taxes attributable to our operation of the Separate Account or to our operations with respect to the Contract, or taxes attributable, directly or indirectly, to Purchase Payments or payments we make under this Contract.

Contingent Deferred Sales Charge (“Withdrawal Charge”) – Withdrawals from the Contract Value are subject to a withdrawal charge which is shown in the Contract Specifications. This charge may apply to amounts withdrawn under the Contract prior to the Annuity Date, depending on which Contract Year the withdrawal is made in.

We will not apply the withdrawal charge on:

- distributions resulting from the death of the first Owner or the sole surviving Annuitant before the Annuity Date, except as provided under the **Death of Owner** provision for certain Non-Natural Owners;
- after the first Contract Year, if the Contract Values is applied to provide an annuity option from us;
- withdrawals after 90 days from the Contract Date if the Owner or Annuitant has been confined to an accredited nursing home for 60 days, and was not confined to the nursing home on the Contract Date. Confinement period for which you seek the waiver must begin after the Contract Date;
- withdrawals to meet required minimum distributions for Qualified Contracts as they apply to amounts held under the Contract;
- withdrawals after the first Contract Anniversary, if the Owner or Annuitant has been diagnosed as having a medically determinable condition that results in a life expectancy of twelve (12) months or less and we are provided with medical evidence satisfactory to us; or
- withdrawals as defined under the “Free Withdrawals” section below.

Amount of Withdrawal Charge – The amount of a withdrawal charge depends on which Contract Year the withdrawal is taken in. The withdrawal charge percentage, as shown in the Contract Specifications for the applicable Contract Year, will be applied to the amount withdrawn. Adjustments may be made for any amounts eligible to be considered under the **Free Withdrawals** provision for that Contract Year.

The withdrawal charge will be deducted proportionately from each Investment Option selected for withdrawal, unless otherwise requested and agreed upon by us.

Free Withdrawals – During the first Contract Year, you may withdraw free of withdrawal charges amounts up to 10% of the Purchase Payments, less previous withdrawals. During the second through sixth Contract Years, you may withdraw 10% of the Contract Value as of the prior Contract Anniversary, less any withdrawals taken during the current Contract Year, free of withdrawal charges. There are no withdrawal charges beyond the sixth Contract Year.

The amount available for free withdrawal is not cumulative. Any amount eligible for free withdrawal in a Contract Year that is not taken may not be carried over and be available to be taken free of the withdrawal charge in a later Contract Year.

TRANSFER PROVISIONS

Transfers – You may, on or before the Annuity Date and subject to the requirements, limitations and restrictions described in this section, transfer the Account Value in any Investment Option among other Variable Investment Options, while the Annuitant is living and the Contract is in force.

Transfers Between a Variable Investment Option and the Fixed Account Option – Transfers between a Variable Investment Option and the FAO must take place on a Contract Anniversary. The following conditions also apply to these transfers:

- (a) A transfer from the FAO to a Variable Investment Option can not result in the remaining FAO Value being less than 80% of the Contract Value.
- (b) The entire amount of the Variable Account Value may be transferred to the FAO.
- (c) In order to request a transfer between the FAO and a Variable Account Option, you must tell us the allocation percentages for each option and your instructions must adhere to the 80% minimum Fixed Account allocation rules.

A rebalance will automatically occur on your Contract Anniversary according to your allocation instructions, subject to the 80% Fixed Account allocation rule, unless you instruct us otherwise. If you choose not to do automatic rebalancing and elect rebalancing on a later date, the rebalance request must be received, in a form satisfactory to us, at our Service Center by the Contract Anniversary, or before the end of business on the last Business Day prior to Contract Anniversary if the Contract Anniversary is not a Business Day.

Transfers between the Variable Investment Options and the FAO will normally be effective on the Contract Anniversary, provided the transfer request, in a form satisfactory to us, is received at our Service Center by the Contract Anniversary, or before the end of business on the last Business Day prior to Contract Anniversary if the Contract Anniversary is not a Business Day.

Transfers Among the Variable Investment Options – You may transfer all or part of the Variable Account Value in any Variable Investment Option among other Variable Investment Options. Your transfer request must specify:

- (a) **the Investment Option (the “source account”) from which the transfer is to be made.** You may choose one or more Investment Options as your source account(s). Your source account may not also be a target account;
- (b) **the amount of the transfer.** If you select more than one source account, the amount of the transfer from each source account must be at least the lesser of \$250 or the full source Account Value; and
- (c) **the Investment Option (the “target account”) to receive the transferred amount.** You may choose one or more Investment Options as your target account(s). If you select more than one target account, your request must specify how the transferred amounts are to be allocated among the target accounts. Your source account may not also be a target account.

Transfers among Variable Investment Options will normally be effective as of the end of the Business Day the transfer request, in a form satisfactory to us, is received at our Service Center.

Transfer Limitations and Restrictions – The following limitations and restrictions apply to transfers among Variable Investment Options:

- (a) Transfers are allowed thirty (30) days after the Contract Date.
- (b) Transfers are limited to twenty-five (25) transfers during each Calendar Year and only two (2) per month, into or out, that affect any international Investment Options. For the purpose of applying this limitation, transfers that occur on the same day are considered one transfer and transfers that occur as a result of any systematic transfer option are excluded from the maximum twenty-five (25) transfers per Calendar Year limitation.
- (c) Transfers to or from an Investment Option cannot be made until the eighth (8th) calendar day (provided that day is a Business Day) from the last day of the most recent transfer to or from that Investment Option. The day of the most recent transfer is considered as the first (1st) calendar day for purposes of meeting this requirement. Transfers that occur as a result of any systematic transfer option are excluded from this requirement.
- (d) If a transfer reduces the remaining Account Value in any Investment Option immediately after such transfer to an amount less than \$1,000, we reserve the right to transfer such remaining Account Value to your other Investment Options on a pro rata basis relative to your most recent allocation instructions.
- (e) We further reserve the right to restrict, in our sole discretion and without prior notice, transfers initiated by a market timing organization or individual or other party authorized to give transfer instructions on behalf of multiple Contract Owners. Such restrictions could include:
 - (i) not accepting transfer instructions from an individual or entity acting on behalf of more than one Contract Owner; and
 - (ii) not accepting preauthorized transfer forms from market timers or other entities acting on behalf of more than one Contract Owner at a time.
- (f) We further reserve the right to modify the limits described in subparagraphs (a) through (e) above or to impose, without prior notice, other limitations and restrictions on transfers or exchanges that we determine, in our sole discretion, will disadvantage or potentially hurt the rights or interests of other Contract Owners or to comply with any applicable federal or state laws, rules and regulations.

WITHDRAWAL PROVISIONS

Withdrawals – You may, on or before the Annuity Date and subject to the requirements, limitations and restrictions described in this section, withdraw all or a portion of the amount available under this Contract, while the Annuitant is living and the Contract is in force. However, no withdrawals are allowed within thirty (30) days of the Contract Date.

You may specify that the withdrawal be taken from a specific Variable Investment Option(s) or pro rata from all Investment Options. If your request does not specify the Variable Investment Option(s) from which the withdrawal is to be made, the withdrawal will be taken pro rata from all Investment Options relative to the Account Value in each option.

Withdrawals will normally be effective as of the end of the Business Day the withdrawal request, in a form satisfactory to us, is received at our Service Center.

Withdrawals from the Fixed Account Option will be considered to be taken on a first-in, first-out basis for purpose of determining and crediting interest. The earlier Purchase Payments and associated earnings are deducted first.

Minimum Withdrawal Amount – The minimum amount that may be withdrawn is \$500. If the withdrawal reduces the Account Value in any Investment Option to an amount less than \$1,000, we reserve the right to transfer such remaining Account Value to your other Investment Options on a pro rata basis relative to your most recent allocation instructions.

If the withdrawal reduces the Contract Value to an amount less than \$1,000, we may terminate this Contract and pay you the withdrawal proceeds (see **Amount Available for Withdrawal** provision). Payment of the withdrawal proceeds will end this Contract and we will have no further obligations under the Contract.

Amount Available for Withdrawal – The amount available for withdrawal is the Contract Value as of the end of the Business Day on which the withdrawal request is effective, less any:

- withdrawal charge;
- charges for expenses relating to any optional riders attached to the Contract; and
- charges for premium taxes and/or other taxes.

The amount we send you (the "withdrawal proceeds") will also reflect any required or requested federal and/or state income tax withholding.

Termination of Contract – You may, on or before the Annuity Date, terminate this Contract for its withdrawal proceeds, while the Annuitant is living and the Contract is in force. We will require the return of this Contract or a signed Lost Contract Affidavit with your request. The withdrawal proceeds will be determined under the **Amount Available for Withdrawal** provision.

Your request to terminate the Contract will normally be effective as of the end of the Business Day such request, in a form satisfactory to us, is received at our Service Center. Payment of the withdrawal proceeds will end this Contract and we will have no further obligations under the Contract.

DEATH BENEFIT PROVISIONS

Death Benefit – A death benefit will be payable only if the sole surviving Annuitant or any Owner dies before the Annuity Date and while this Contract is in force.

The proceeds of any death benefit will be payable upon receipt of, in a form satisfactory to us, proof of death and instructions regarding payment of the death benefit proceeds (the "Notice Date"). Such proceeds will equal the Death Benefit Amount reduced by any charges for premium taxes and/or other taxes, if proceeds are used to purchase an Annuity Option from us.

These proceeds may be payable in a lump sum, as periodic payments under an Annuity Option available under this Contract, towards the purchase of any other Annuity Option we then offer, or in accordance with the Code (see **Death of Owner Distribution Rules**).

If there are multiple Beneficiaries, the Death Benefit Amount will be calculated when we first receive proof of death and instructions, in proper form, from any Beneficiary. Any Death Benefit Amount still remaining to be paid to any other Beneficiary will fluctuate with the performance of the underlying Investment Options.

Death Benefit Amount – The Death Benefit Amount as of any Business Day prior to the Annuity Date is equal to the greater of:

- (a) the Contract Value including any pro-rata Index-Linked Interest, as of that day; or
- (b) the aggregate Purchase Payments reduced by an amount for each withdrawal that has occurred, which is calculated by multiplying the aggregate Purchase Payments received prior to each withdrawal by the ratio of the amount of the withdrawal, including any withdrawal charge to the Contract Value immediately prior to the withdrawal.

Death of Annuitant – If the Annuitant dies before the Owner and before the Annuity Date, the death benefit proceeds will be equal to the Death Benefit Amount as of the Notice Date. Unless there is a surviving Joint Annuitant or Contingent Annuitant, we will pay the death benefit proceeds to the first person among the following who is (1) living; or (2) an entity designated to receive the death benefit proceeds; following the death of the sole surviving Annuitant:

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary;
- (d) the Contingent Beneficiary; or
- (e) the Owner's estate.

If an Annuitant dies and there is a surviving Joint Annuitant, the surviving Joint Annuitant becomes the Annuitant. If there is no surviving Joint Annuitant and there is a Contingent Annuitant, the Contingent Annuitant becomes the Annuitant. No death benefit will be paid, except as otherwise provided under the Death Benefit provision.

If you are the Annuitant and you die, we will determine the amount of any death benefit and to whom it will be paid under this **Death of Annuitant** provision. If the Contract is issued as a Non-Qualified Contract, we will distribute any death benefit proceeds under the **Death of Owner Distribution Rules** provision.

Death of Owner – If you are not the Annuitant and you die before the Annuitant and before the Annuity Date, the death benefit proceeds will be equal to the Death Benefit Amount as of the Notice Date.

If you die while the Annuitant is living and prior to the Annuity Date, we will pay the death benefit proceeds to the first among the following who is (1) living; or (2) an entity designated to receive the death benefit proceeds:

- (a) the Joint Owner;
- (b) the Beneficiary;
- (c) the Contingent Beneficiary; or
- (d) the Owner's estate.

If you are a Non-Natural Owner of a Contract other than a Contract issued under a Qualified Plan as defined in Section 401 or 403 of the Code, the Primary Annuitant will be treated as the Owner of the Contract for purposes of the Death of Owner Distribution Rules.

Death of Owner Distribution Rules – The following rules will determine when a distribution must be made under this Contract. These rules do not affect our determination of the amount of death benefit proceeds payable or distribution proceeds. If there is more than one Owner, these rules apply on the date on which the first of these Joint Owners die.

If the Owner dies before the Annuity Date, the designated recipient of the death benefit proceeds may elect to receive the death benefit proceeds:

- in a lump sum payment;
- within five (5) years following the Owner's death; or
- in the form of an annuity for life or over a period that does not exceed the life expectancy of the designated recipient, with annuity payments that start within one (1) year after the Owner's death.

Unless otherwise required by law, an election to receive an annuity (in lieu of a lump sum payment) must be made within such time frames as we may prescribe from time to time, or the lump sum payment option will be deemed elected. We will consider that deemed election as our receipt of instructions regarding payment of the death benefit proceeds.

The Owner may designate that the Beneficiary is to receive the death benefit proceeds either through an annuity for life or over a period that does not exceed the life expectancy of the Beneficiary. Such designation must be made in writing in a form acceptable to us, and may only be revoked by the Owner in writing in a form acceptable to us. Upon death of the Owner, the Beneficiary cannot revoke or modify any designation made by the Owner on how the death benefit proceeds are to be paid.

If the spouse of the deceased Owner is the sole surviving Beneficiary, or is the sole surviving Joint Owner, and has an unrestricted right to receive the death benefit proceeds in a lump sum, the spouse may continue this Contract as Owner rather than receive the death benefit proceeds, provided that we receive instructions to continue the Contract within such time frames as we may prescribe from time to time.

On the Notice Date, if the surviving spouse is deemed to have continued the Contract, we will set the Contract Value equal to the death benefit proceeds, less pro-rata Index-Linked Interest, that would have been payable to the spouse as the deemed Beneficiary/designated recipient of the death benefit. The amount that the Death Benefit Amount, less pro-rata Index-Linked Interest, exceeds the Contract Value will be added to the Contract Value in the form of the Add-In Amount on the Notice Date. The Add-In Amount will be allocated among Investment Options in accordance with the current allocation instructions for the Contract and will be considered earnings. There will not be an adjustment to the Contract Value if the Contract Value is equal to the death benefit proceeds, less pro-rata Index-Linked Interest, as of the Notice Date. If the Contract is continued by the spouse, it will be credited with Index-Linked Interest on subsequent Contract Anniversaries as if the Owner's death had not occurred.

If the Owner dies on or after the Annuity Date, but payments have not yet been completed, then distributions of the remaining amounts payable under this Contract must be made at least as rapidly as the rate that was being used at the date of the Owner's death. All of the Owner's rights granted by the Contract will be assumed by the first person among the following who is (1) living; or (2) an entity or corporation entitled to assume the Owner's rights granted by the contract:

- (a) the Joint Owner;
- (b) the Beneficiary; or
- (c) the Contingent Beneficiary.

If none are living (or if there is no entity or corporation entitled to assume the Owner's rights granted by the Contract), all of the Owner's rights granted by the Contract will be assumed by the Owner's estate.

This Contract incorporates all applicable provisions of Code Section 72(s) and any successor provision, as deemed necessary by us to qualify this Contract as an annuity contract for federal income tax purposes, including the requirement that, if the Owner dies before the Annuity Date, any death benefit proceeds under this Contract shall be distributed within five (5) years of the Owner's death (or such other period that we offer and that is permitted under the Code or such shorter period as we may require).

These **Death of Owner Distribution Rules** do not apply to Qualified Contracts issued under Qualified Plans as defined in Section 401, 403, 408 or 408A of the Code or to an annuity that is a qualified funding asset as defined in Code Section 130(d) (but without regard to whether there is a qualified assignment).

BENEFICIARY PROVISIONS

Designation of Beneficiary – The Beneficiary is the person you name who may receive the Death Benefit Amount, or any remaining annuity payments after the Annuity Date, if the Annuitant or Owner dies. If you leave no surviving Beneficiary, your estate may receive the death benefit proceeds. If the Beneficiary is a trustee, we will neither be responsible for verifying a trustee's right to receive any Death Benefit Amount, nor for how the trustee disposes of any Death Benefit Amount. If before payment of any Death Benefit Amount, we receive proper notice that the trust has been revoked or is not in effect, then any Death Benefit Amount payable will be paid to the Contingent Beneficiary, if living; if not to the Owner's estate.

Adding or Changing Your Beneficiary – You may add, change, or remove any Beneficiary subject to the terms of any assignment, at any time prior to the death of the Annuitant or Owner, by providing us with a written request in a form satisfactory to us. Qualified Contracts may have additional restrictions on naming and changing Beneficiaries. Any change or addition will take effect on the date the notice of change is signed by the Owner, subject to any payments made or actions taken by us prior to receipt of the notice.

ANNUITY PROVISIONS

Date Annuity Payments Begin – Annuity payments will begin on the Annuity Date, if the Annuitant is living and the Contract has not been terminated. Once annuity payments begin, no changes can be made to the Annuity Option and no further withdrawals will be allowed.

Default Annuity Date and Annuity Option – If you did not choose an Annuity Date when you submitted your application for this Contract, the Annuity Date will be the Annuitant's 95th birthday. If there are Joint Annuitants, the Annuity Date will be based on the younger Annuitant's birthday, unless otherwise required by law.

For all Non-Qualified Contracts and those Qualified Contracts where you are not married, the Annuity Option will be Life with 10 Year Period Certain. If this is a Qualified Contract and you are married, the Annuity Option will be Joint and Survivor Life, with survivor payments of 50%, and your spouse will automatically be named as the secondary Annuitant.

Change of Annuity Date and Annuity Option – You may change the Annuity Date and/or Annuity Option by providing proper notice to us at least ten (10) days prior to the current Annuity Date or new Annuity Date, whichever is earlier.

The Annuity Date may not be earlier than the first Contract Anniversary and must occur on or before the day the younger Annuitant reaches his or her 95th birthday, or earlier as required by state law or the Code.

Prior to the Annuity Date, the Annuity Option in effect may be changed to any other Annuity Option contained in this Contract or allowed by us, subject to any state law or the Code.

If this is a Qualified Contract, additional restrictions under your Qualified Plan may apply. You should consult with your Qualified Plan administrator before making your selection.

Application of Contract Value – On the Annuity Date, unless directed otherwise, we will apply the Contract Value plus pro-rata Index-Linked Interest, less any applicable premium taxes, to provide fixed annuity payments under the Annuity Option selected. This Contract does not provide for a variable annuity payments option.

Annuity benefits will not be less than those that would have been provided by the application of an amount to purchase any single consideration immediate annuity offered by us at the time annuity payments commence to the same class of annuitants.

Minimum Amount – The minimum amount that may be applied to provide annuity payments is \$5,000. You may elect to have annuity payments made monthly, quarterly, semiannually, or annually. Regardless of the frequency of payments, the minimum annuity payment that you may elect to receive is \$240. We reserve the right to reduce the frequency of payments or the period certain if the initial annuity payment is less than \$240.

Conversion to Current Rates – Annuity payments will be based on the greater of:

- our current income factors in effect for this Contract; or
- our guaranteed income factors.

The dollar amount of any payments after the first annuity payment is specified during the annuity payment period according to the provisions of the elected Annuity Option.

ANNUITY OPTIONS

The following Fixed Annuity Options are available under this Contract. Variable Annuity payout options are not available. Additional options may become available in the future:

Option 1 – Life Only. Periodic payments are made to the designated payee during the Annuitant's lifetime. Payments stop when the Annuitant dies.

Option 2 – Life with Period Certain. Periodic payments are made to the designated payee during the Annuitant's lifetime, with payments guaranteed for a specified period. You may choose to have payments guaranteed five (5) through thirty (30) years (in full years only). If the Annuitant dies before the guaranteed payments are completed, we will pay the remainder of the guaranteed payments to the first person among the following who is (1) living; or (2) an entity designated to receive the remainder of guaranteed payments:

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary;
- (d) the Contingent Beneficiary; or
- (e) the Owner's estate.

If the Annuitant dies after all of the payments under the period certain have been paid, payments will stop when the Annuitant dies.

Option 3 – Joint and Survivor Life. Periodic payments are made to the designated payee during the lifetime of the Primary Annuitant. After the death of the Primary Annuitant, periodic payments are based on the life of the secondary Annuitant named in the election if and so long as such secondary Annuitant lives. Payments made based on the life of the secondary Annuitant may be in installments equal to 50%, 66-2/3% or 100% (as specified in the election) of the original payment amount payable during the lifetime of the Primary Annuitant.

Option 4 – Period Certain Only. Periodic payments are made to the designated payee for a specified period. You may choose to have payments guaranteed five (5) through thirty (30) years (in full years only). If the Annuitant dies before the guaranteed payments are completed, we will pay the remainder of the guaranteed payments to the first person among the following who is (1) living; or (2) an entity designated to receive the remainder of the guaranteed payments:

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary;
- (d) the Contingent Beneficiary; or
- (e) the Owner's estate.

ANNUITY OPTION TABLES

Applicability of Rates – The annuity rates contained in the tables on the following pages will be used to provide a minimum guaranteed monthly annuity. The rates shown are for each \$1,000 of value applied under the applicable Annuity Option and does not include any applicable premium taxes. Any applicable premium taxes will be withdrawn as described in the **Premium Taxes** provision.

For some Qualified Plans and in some states, the use of sex-distinct income factors is prohibited. Therefore, we use blended (50% male and 50% female) unisex income factors for life payment options, for both male and female Annuitants.

Basis of Computations – The actuarial basis for the annuity rates contained in the tables is the 2000 Individual Annuity Mortality Table with the ages set back 8 years and with interest at an annual rate of [3%].

Rates Not Shown – Any rates and/or ages not shown in the tables contained in this Contract will be provided by the Company upon request.

OPTIONS 1 AND 2
LIFE ONLY OR LIFE WITH GUARANTEED PERIOD CERTAIN OF 10 AND 20 YEARS

Age	Male at 3%			Female at 3%			Unisex at 3%		
	Life Only	Life with Guaranteed Period Certain		Life Only	Life with Guaranteed Period Certain		Life Only	Life with Guaranteed Period Certain	
		10 Yr.	20 Yr.		10 Yr.	20 Yr.		10 Yr.	20 Yr.
30	[3.02	3.02	3.01	2.94	2.94	2.94	2.98	2.98	2.97
35	3.13	3.12	3.11	3.03	3.03	3.02	3.08	3.08	3.07
40	3.26	3.25	3.24	3.14	3.14	3.13	3.20	3.19	3.18
45	3.42	3.41	3.39	3.28	3.27	3.26	3.35	3.34	3.33
50	3.63	3.62	3.58	3.45	3.44	3.42	3.53	3.53	3.50
55	3.89	3.87	3.80	3.67	3.66	3.62	3.77	3.76	3.71
60	4.22	4.19	4.07	3.95	3.93	3.87	4.08	4.05	3.96
65	4.65	4.59	4.38	4.31	4.28	4.16	4.47	4.43	4.26
70	5.23	5.12	4.71	4.80	4.74	4.51	5.00	4.92	4.61
75	6.04	5.79	5.04	5.47	5.35	4.88	5.73	5.55	4.96
80	7.16	6.61	5.31	6.44	6.14	5.22	6.76	6.36	5.26
85	8.70	7.53	5.49	7.85	7.13	5.45	8.23	7.31	5.47
90	10.86	8.43	5.57	9.96	8.19	5.56	10.35	8.30	5.57
95	13.85	9.17	5.60	13.08	9.06	5.60	13.40	9.11	5.60]

OPTION 3 – JOINT AND 50% SURVIVOR LIFE

		Male Age (Primary Annuitant)					
		60	65	70	75	80	85
Female Age	60	[3.90	4.13	4.39	4.70	5.03	5.39
	65	3.97	4.24	4.55	4.90	5.29	5.70
	70	4.04	4.35	4.70	5.11	5.57	6.07
	75	4.10	4.44	4.85	5.33	5.89	6.49
	80	4.14	4.51	4.97	5.54	6.21	6.96
	85	4.17	4.56	5.07	5.71	6.50	7.44]

		Unisex Age (Primary Annuitant)					
		60	65	70	75	80	85
Unisex Age	60	[3.84	4.07	4.34	4.65	5.01	5.40
	65	3.90	4.17	4.48	4.84	5.25	5.70
	70	3.95	4.25	4.61	5.03	5.51	6.05
	75	3.99	4.32	4.72	5.21	5.79	6.44
	80	4.02	4.38	4.82	5.37	6.05	6.86
	85	4.05	4.41	4.89	5.50	6.29	7.25]

OPTION 4 – PERIOD CERTAIN ONLY

Years	Income	Years	Income	Years	Income	Years	Income
5	[17.91	12	8.24	19	5.73	26	4.59
6	15.14	13	7.71	20	5.51	27	4.47
7	13.16	14	7.26	21	5.32	28	4.37
8	11.68	15	6.87	22	5.15	29	4.27
9	10.53	16	6.53	23	4.99	30	4.18]
10	9.61	17	6.23	24	4.84		
11	8.86	18	5.96	25	4.71		



Pacific Life Insurance Company • [700 Newport Center Drive • Newport Beach, CA 92660]

**INDIVIDUAL LIMITED PREMIUM DEFERRED VARIABLE ANNUITY CONTRACT
WITH INDEX-LINKED INTEREST**

Investment Experience Reflected in Benefits
Variable and Fixed Accumulation Before Annuity Date
Annuities Payable in Fixed Dollar Amounts
Death Benefit Proceeds Payable Before Annuity Date
Non-Participating

**PACIFIC LIFE**

Pacific Life Insurance Company
P.O. Box 2378, Omaha, NE 68103-2378
or 1299 Farnam Street, 6th Floor, AMF, Omaha, NE 68102
www.PacificLife.com
Contract Owners: (800) 722-4448

PACIFIC FUSION
Variable Annuity Application

Registered Representatives, call **(800) 722-2333** for assistance.

1. ANNUITANT(S) *Must be an individual. Check product guidelines for maximum issue age.*

Name (First, Middle, Last) John A. Doe		Birth Date (mo/day/yr) 01/01/1972	Sex <input checked="" type="checkbox"/> M <input type="checkbox"/> F
Mailing Address 111 Main Street	City, State, ZIP Anytown, NY 12345	SSN 999-77-8888	
Residential Address (if different than mailing address)	City, State, ZIP		
Solicited at: State _____	Complete this box for custodial-owned qualified contracts only. Will not be valid for any other contract types. Information put here will be used for contract and registered representative appointment purposes.		

ADDITIONAL ANNUITANT *Not applicable for qualified contracts or contracts with non-natural owners. Check One:* ☒ Joint ☐ Contingent

Name (First, Middle, Last) Jane A. Doe		Birth Date (mo/day/yr) 01/11/1972	Sex <input type="checkbox"/> M <input checked="" type="checkbox"/> F
Mailing Address 111 Main Street	City, State, ZIP Anytown, NY 12345	SSN 999-66-8888	
Residential Address (if different than mailing address)	City, State, ZIP		

2. OWNER(S) *If annuitant and owner are the same, do not complete this section. Check product guidelines for maximum issue age.*

Name (First, Middle, Last)		Birth Date (mo/day/yr)	Sex <input type="checkbox"/> M <input type="checkbox"/> F
Mailing Address	City, State, ZIP	SSN/TIN	
Residential Address (if different than mailing address)	City, State, ZIP		

JOINT OWNER *Not applicable for qualified contracts.*

Name (First, Middle, Last)		Birth Date (mo/day/yr)	Sex <input type="checkbox"/> M <input type="checkbox"/> F
Mailing Address	City, State, ZIP	SSN	
Residential Address (if different than mailing address)	City, State, ZIP		



3. TELEPHONE/ELECTRONIC AUTHORIZATIONS

CHECK IF YES ☐ Yes

TELEPHONE/ELECTRONIC TRANSACTION AUTHORIZATION As the owner, I will receive this privilege automatically. If a contract has joint owners, each owner may individually make telephone and/or electronic requests. By checking "Yes," I am also authorizing and directing Pacific Life to act on telephone or electronic instructions from any other person(s) who can furnish proper identification. Pacific Life will use reasonable procedures to confirm that these instructions are authorized and genuine. As long as these procedures are followed, Pacific Life and its affiliates and their directors, trustees, officers, employees, representatives, and/or agents will be held harmless for any claim, liability, loss, or cost.

ELECTRONIC INFORMATION CONSENT By providing my e-mail address, I consent to receive documents and notices applicable to my contract, including but not limited to prospectuses, prospectus supplements, annual and semi-annual reports, quarterly statements and immediate confirmations, privacy notice and other notices and documentation in electronic format when available instead of receiving paper copies of these documents by U.S. mail. I will continue to receive paper copies of annual statements if required by state or federal law. Not all contract documentation and notifications may be currently available in electronic format. I consent to receive in electronic format any documents added in the future. For jointly owned contracts, both owners are consenting to receive information electronically. I confirm that I have ready access to a computer with Internet access, an active e-mail account to receive this information electronically, and the ability to read and retain it.

I understand that:

- There is no charge for electronic delivery, although my Internet provider may charge for Internet access.
- I must provide a current e-mail address and notify Pacific Life promptly when my e-mail address changes.
- I must update any e-mail filters that may prevent me from receiving e-mail notifications from Pacific Life.
- I may request a paper copy of the information at any time for no charge, even though I consented to electronic delivery, or if I decide to revoke my consent.
- For jointly owned contracts, both owners are consenting that the primary owner will receive information electronically. (Only the primary owner will receive e-mail notices.)
- Electronic delivery will be cancelled if e-mails are returned undeliverable.
- This consent will remain in effect until I revoke it.

Pacific Life is not required to deliver this information electronically and may discontinue electronic delivery in whole or in part at any time. Please call (800) 722-4448 if you would like to revoke your consent, wish to receive a paper copy of the information above, or need to update your e-mail address.

**FOR EVEN
FASTER
DELIVERY**

E-Mail address: jdoe@internet.com

4. HOUSEHOLDING By signing this application you consent to Pacific Life mailing one copy of contract owner documents to multiple contract owners who share the same household address. Such documents will include the prospectus, supplements, announcements, and annual and semiannual reports, but will not include contract-specific information such as transaction confirmations and statements. This service, known as "householding," reduces expenses, environmental waste, and the volume of mail you receive. If you do not wish to participate in this service and prefer to receive your own contract owner documents, please check the box below.

☐ I elect **NOT** to participate in householding.

5. BENEFICIARIES If a beneficiary classification is not indicated, the class for that beneficiary will be primary. Multiple beneficiaries will share the death benefit equally, unless otherwise specified. For contracts owned by a non-individual custodian (including IRAs, 457, and qualified plans) or other non-natural owners, the beneficiary must be the owner listed on the application. Use Section 10, Special Requests, to provide additional beneficiary information.

Name (First, Middle, Last) Jack A. Doe	Birth Date (mo/day/yr) 01/01/1992	<input checked="" type="checkbox"/> Primary <input type="checkbox"/> Contingent	Relationship Son	SSN/TIN 333-22-7777	Percentage 100 %
Name (First, Middle, Last)	Birth Date (mo/day/yr)	<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Relationship	SSN/TIN	Percentage %

6. CONTRACT TYPE *Select ONE.*

☒ Non-Qualified^{1,2} ☐ SEP-IRA ☐ TSA/403(b)⁴ ☐ 401(k)⁵ ☐ 457(b) – 501(c) tax-exempt⁵
☐ IRA³ ☐ Roth IRA³ ☐ 401(a)⁵ ☐ 457(b) – gov't. entity⁵ ☐ Keogh/HR10⁵

¹ For trust-owned contracts, complete Trustee Certification and Disclosure form. ² For non-qualified contracts, if owner is a non-natural person or corporation, complete the Non-Natural or Corporate-Owned Disclosure Statement. ³ For individual-owned or trust-owned Inherited IRA or Roth IRA contracts, complete appropriate Inherited IRA Certification form. ⁴ Complete TSA Certification.

⁵ Complete Qualified Plan and 457(b) Plan Disclosure.



7. INITIAL PURCHASE PAYMENT [Make check payable to Pacific Life Insurance Company.]

7A. NON-QUALIFIED CONTRACT PAYMENT TYPE

Indicate type of initial payment.

<input checked="" type="checkbox"/> 1035 exchange/estimated transfer.....	\$ 25,000.00
<input type="checkbox"/> Amount enclosed.....	\$

7B. QUALIFIED CONTRACT PAYMENT TYPE Indicate type of initial payment. If no year is indicated, contribution defaults to current tax year.

<input type="checkbox"/> Transfer	\$	
<input type="checkbox"/> Rollover	\$	
<input type="checkbox"/> Contribution	\$	for tax year

8. REPLACEMENT

8A. EXISTING INSURANCE

CHECK ONE	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
------------------	------------------------------	--

Do you have any existing life insurance or annuity contracts with this or any other company?
(Default is "Yes" if neither box is checked.)

8B. REPLACEMENT

CHECK ONE	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
------------------	------------------------------	--

Will the purchase of this annuity result in the replacement, termination or change in value of any existing life insurance or annuity in this or any other company? If "Yes," provide the information below for each policy or contract being replaced and attach any required state replacement and/or 1035 exchange/transfer forms.

Insurance Company Name	Contract Number	Policy or Contract Type Being Replaced <input type="checkbox"/> Life Insurance <input type="checkbox"/> Fixed Annuity <input type="checkbox"/> Variable Annuity
Insurance Company Name	Contract Number	Policy or Contract Type Being Replaced <input type="checkbox"/> Life Insurance <input type="checkbox"/> Fixed Annuity <input type="checkbox"/> Variable Annuity

9. ALLOCATION OPTIONS Use this section to allocate 100% of your investment. Use whole percentages only. Additional investments will be allocated based on the options below unless alternate instructions are on file or provided with the investment.

Fixed Account Option	The minimum percentage that must be allocated to the fixed account option is 80% and the maximum is 100%.	<i>Index-linked Interest Fixed Account</i>	100 ____% Total
Variable Account Options	The maximum combined allocation percentage in the two variable account options may not exceed 20%.	<div><i>BlackRock Equity Index</i></div> <div><i>Pacific Asset Management Money Market</i></div>	____% Total ____% Total
ALLOCATION OPTIONS MUST TOTAL 100%			100 ____% Total

Your contract value will automatically rebalance annually on your contract anniversary to the initial allocation percentage you select above, unless updated rebalancing instructions are received. This may result in funds being transferred from the fixed account option to the variable account options which are subject to market risk and may lose value. If you do not want this option, check here ☐.



10. SPECIAL REQUESTS *If additional space is needed, attach a letter signed and dated by the owner(s).*

11. FRAUD NOTICES *The following states require insurance companies to provide a fraud warning statement. Refer to the fraud warning statement for your state as indicated below. Please check for state product availability.*

District of Columbia: WARNING It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

New Jersey: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

All Other States: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties.



12. STATEMENT OF OWNER(S) I understand that federal law requires all financial institutions to obtain the name, residential address, date of birth, Social Security or taxpayer identification number, and any other information necessary to sufficiently verify the identity of each customer. I understand that failure to provide this information could result in the annuity contract not being issued, delayed or unprocessed transactions, or annuity contract termination. I, the owner(s), understand that I have applied for a variable annuity contract ("contract") issued by Pacific Life Insurance Company ("company"). I received prospectuses for this variable annuity contract. After reviewing my financial background with my registered representative, I believe this contract, including the benefits of its insurance features, will meet my financial objectives based in part upon my age, income, net worth, and tax status, and any existing investments, annuities, or other insurance products I own. If applicable, I considered the appropriateness of full or partial replacement of any existing life insurance or annuity. I also considered my liquidity needs, risk tolerance, and investment time horizon when selecting variable investment options. I have discussed all fees and charges for this contract with my registered representative, including withdrawal charges. I understand that if I cancel a contract issued as a result of this application without penalty during the Right to Cancel initial review period, depending upon the state where my contract is issued, it is possible the amount refunded may be less than the initial amount I invested due to the investment experience of my selected investment options.







If I am an active duty member of the United States Armed Forces (including active duty military reserve personnel), I confirm that this application was not solicited and/or signed on a military base or installation, and I have received from the registered representative the disclosure required by Section 10 of the Military Personnel Financial Services Protection Act.

I certify, under penalties of perjury, that I am a U.S. person (including a U.S. resident alien) and that the taxpayer identification number is correct.

All answers to questions and statements made on this application are to the best of my knowledge and belief.

I UNDERSTAND THAT AMOUNTS ALLOCATED TO A FIXED ACCOUNT OPTION EARN INTEREST NOT LESS THAN THE MINIMUM GUARANTEED INTEREST RATE STATED IN THE CONTRACT SPECIFICATIONS. ADDITIONAL INTEREST MAY BE ADDED TO THE FIXED ACCOUNT OPTION BASED ON AN EXTERNAL INDEX OR INDICES. THIS INTEREST IS NOT GUARANTEED, AND WHILE THE FIXED ACCOUNT OPTION VALUE MAY BE AFFECTED BY AN EXTERNAL INDEX, THE FIXED ACCOUNT OPTION DOES NOT DIRECTLY PARTICIPATE IN ANY STOCK OR EQUITY INVESTMENTS.

I UNDERSTAND THAT BENEFITS AND VALUES PROVIDED UNDER THE CONTRACT MAY BE ON A VARIABLE BASIS. AMOUNTS DIRECTED INTO ONE OR MORE VARIABLE INVESTMENT OPTIONS WILL REFLECT THE INVESTMENT EXPERIENCE OF THOSE INVESTMENT OPTIONS. THESE AMOUNTS MAY INCREASE OR DECREASE AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT.

Owner's Signature  <i>John A. Doe</i>	Date (mo/day/yr)  07/29/2009	Signed at: City  Anytown	State  N Y
Joint Owner's Signature (if applicable)  <i>Jane A. Doe</i>	Date (mo/day/yr)  07/29/2009		

13. REGISTERED REPRESENTATIVE'S STATEMENT

13A.  ☐ Yes ☒ No Do you have any reason to believe that the applicant has any existing life insurance policies or annuity contracts? (Default is "Yes" if neither box is checked.)

13B.  ☐ Yes ☒ No Do you have reason to believe that any existing life insurance policy or annuity contract has been (or will be) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the contract applied for will be issued?

If "Yes," I affirm that I have instructed the applicant to answer "Yes" to the replacement question in Section 8B of this application. I hereby certify that I have used only Pacific Life's approved sales material in connection with this sale and that copies of all sales materials used were left with the applicant. Any insurer-approved electronically presented sales materials will be provided in printed form to the applicant no later than at the time of the policy or contract delivery. I further certify that I have discussed the appropriateness of replacement and followed Pacific Life's written replacement guidelines.


I have explained to the owner(s) how the annuity will meet their insurable needs and financial objectives.

I certify that I have reviewed this application and have determined that its proposed purchase is suitable as required under law, based in part on information provided by the owner, as applicable, including age, income, net worth, and tax status, and any existing investments and insurance program.

I further certify that I have also considered the owner's liquidity needs, risk tolerance, and investment time horizon; that I followed my broker/dealer's suitability guidelines in both the recommendation of this annuity and the choice of investment options; and that this application is subject to review for suitability by my broker/dealer.

I further certify that I have truly and accurately recorded on the application the information provided to me by the applicant.

If the applicant is an active duty member of the United States Armed Forces (including active duty military reserve personnel), I certify that this application was not solicited and/or signed on a military base or installation, and I provided to the applicant the disclosure required by Section 10 of the Military Personnel Financial Services Protection Act.

Soliciting Registered Representative's Signature  <i>Cindy Brown</i>	Print Registered Representative's Full Name Cindy Brown
Registered Representative's Telephone Number (123) 456-7890	Registered Representative's E-Mail Address cbrown@internet.com
Broker/Dealer's Name Brown & Company	Brokerage Account Number (optional)

Option
☒ A ☐ B ☐ C

Send completed application as follows:

APPLICATION WITH PAYMENT:

Regular Mail Delivery: P.O. Box 2290, Omaha, NE 68103-2290

Express Mail Delivery: 1299 Farnam Street, 6th Floor, AMF, Omaha, NE 68102

APPLICATION WITHOUT PAYMENT:

Regular Mail Delivery: P.O. Box 2378, Omaha, NE 68103-2378

Express Mail Delivery: 1299 Farnam Street, 6th Floor, AMF, Omaha, NE 68102



SERFF Tracking Number: PACL-126438338 State: Arkansas
Filing Company: Pacific Life Insurance Company State Tracking Number: 44516
Company Tracking Number: 10-1169
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.005 Limited Flexible Premium
Product Name: Individual Limited Premium Deferred Variable Annuity Contract & Application
Project Name/Number: Individual Limited Premium Deferred Variable Annuity Contract & Application/10-1169

Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification		
Bypass Reason: N/A		
Comments:		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: SEE FORM SCHEDULE TAB		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: CERTIFICATION		
Comments:		
Attachments:		
AR 1169 CERT 6 AND 19.pdf		
AR 1169 ACT CERT.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability		
Comments:		
Attachment:		
SOV 1169.pdf		

	Item Status:	Status Date:
Satisfied - Item: Certifications pursuant to 1/12/2010 problem report		
Comments:		

SERFF Tracking Number: *PACL-126438338* *State:* *Arkansas*
Filing Company: *Pacific Life Insurance Company* *State Tracking Number:* *44516*
Company Tracking Number: *10-1169*
TOI: *A03I Individual Annuities - Deferred Variable* *Sub-TOI:* *A03I.005 Limited Flexible Premium*
Product Name: *Individual Limited Premium Deferred Variable Annuity Contract & Application*
Project Name/Number: *Individual Limited Premium Deferred Variable Annuity Contract & Application/10-1169*

Attachments:

AR Certification.pdf
AR 1169 Cert (Section 8).pdf

PACIFIC LIFE INSURANCE COMPANY

700 Newport Center Drive • Newport Beach, CA 92660

STATE OF ARKANSAS

RULE AND REGULATION 6 CERTIFICATION

<u>Form Number(s):</u>	<u>Form Description(s):</u>
10-1169	Individual Limited Premium Deferred Variable Annuity with Index-Linked Interest Contract
25-1169	Variable Annuity Application

I, Nancy A. Hill, hereby provide our assurance that Rule and Regulation 6 has been reviewed and the above form(s) are in compliance said Rule and Regulation 6 as well as all other applicable requirements of the Arkansas Department of Insurance.



Company Officer

Nancy A. Hill
Name

Assistant Vice President Compliance
Title

1/7/10
Date

Contact Person:

Karen Givens, J.D.
Sr. Compliance Analyst
Product Compliance
Email: amfproduct.filing@paciiclif.com
866-746-2724 Ext. (3281)

PACIFIC LIFE INSURANCE COMPANY
700 Newport Center Drive • Newport Beach, CA 92660

STATE OF ARKANSAS

REGULATION 19 CERTIFICATION

<u>Form Number(s):</u>	<u>Form Description(s):</u>
10-1169	Individual Limited Premium Deferred Variable Annuity with Index-Linked Interest Contract
25-1169	Variable Annuity Application

I, Nancy A. Hill, hereby certify that the above form(s) meet the provisions of Regulation 19 as well as all applicable requirements of the Arkansas Department of Insurance.



Company Officer

Nancy A. Hill

Name

Assistant Vice President Compliance

Title

1/7/10

Date

Contact Person:

Karen Givens, J.D.
Sr. Compliance Analyst
Product Compliance
Email: amfproduct.filing@paciiclife.com
866-746-2724 Ext. (3281)

PACIFIC LIFE INSURANCE COMPANY
700 Newport Center Drive • Newport Beach, CA 92660

STATE OF ARKANSAS

CERTIFICATION OF COMPLIANCE

RE: 10-1169

We hereby certify that this form is in compliance with Regulation 34, Section 6 - Valuation and Section 7 - Nonforfeiture. In no case shall the reserves, under this policy, be less than the actual Cash Surrender Values provided for under the policy contract.



Company Officer

Jeffrey A Jolley, FSA, MAAA

Name

Vice President & Chief Actuary

Title

1/7/10

Date

Contact Person:

Karen Givens, J.D.
Sr. Compliance Analyst
Product Compliance
Email: amfproduct.filing@paciiclife.com
866-746-2724 Ext. (3281)

PACIFIC LIFE INSURANCE COMPANY

700 Newport Center Drive • Newport Beach, CA 92660

STATEMENT OF VARIABILITY

Form Number

Form Description

10-1169

Individual Limited Premium Deferred Variable Annuity with Indexed-Linked Interest Contract

25-1169

Variable Annuity Application

This Statement of Variability identifies and explains the variable items, denoted by brackets, contained in the above referenced contract and application forms.

Individual Limited Premium Deferred Variable Annuity with Index-Linked Interest Contract Form No. 10-1169

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
Cover	Company address & phone number	Current information shown. In the event of a change in the company address and/or phone number, the new information will be shown.
Cover	Right to Cancel [10] days	The standard right to cancel period is 10 days in non-replacement situations. In replacement situations, this period will reflect 30 days. Should your state require a longer period for replacement situations, the state required period will be shown.
Cover	Officer Signatures & Titles	Current signatures and titles shown. In the event of a change in company officers, the new officer's signature and title will be shown.
3	Contract Number, Contract Date, Contract Type, Initial Purchase Payment, Owner(s), Annuitant(s), Annuitant's Age, Annuitant's Sex, and Annuity Date	Customer specific information that will change for each contract issue. These items are completed, as applicable, depending on the circumstances of each particular Owner and Annuitant and the information contained in the application.
3	Minimum Purchase Payment Amount [\$25,000]	Current minimum purchase payment amount is shown. Any change in this amount will be displayed. The range for the minimum purchase payment amount for Qualified contracts is \$2,000 to \$25,000. The range for minimum purchase payment amount for Non-Qualified contracts is \$5,000 to \$25,000.
3	Maximum Purchase Payment Amount without Home Office Approval [\$1,000,000]	Current maximum purchase payment amount without home office approval is shown. Any change in this amount will be displayed. The range for the maximum purchase payment amount is \$1,000,000 to \$10,000,000.
3A	Variable Investment Options [Equity Index] [Money Market]	The Variable Investment Options shown are those currently available under the contract to which Purchase Payments may be allocated. From time to time, we may add, change, or delete those Variable Investment Options without prior approval unless the new fund significantly alters the underlying structure of the contract.
3A	Fixed Account Options [Index-Linked Interest]	The Fixed Account Options shown are those currently available under the contract to which Purchase Payments may be allocated. From time to time, we may add, change, or delete those Fixed Account Options without prior approval unless the new fund significantly alters the underlying structure of the contract.
3A	Minimum Guaranteed Interest Rate [1.0%]	The declared interest rate for the Guarantee Term that is in effect for each specific Contract will be displayed. The interest rate established for any Guarantee Term will never be less than the effective annual rate of 1.0% with a range between 1.0% - 3.0%. Any rate declared above 3.0% will be determined by factors such as then current financial conditions, the amount of purchase payment submitted, and expenses related to the specific distribution system marketing the Contract.
3A	Total Purchase Payments less withdrawals less than [\$100,000]:	Current total purchase payments less withdrawals to receive the indicated interest rate. Any change in this amount will be displayed. The range for the total purchase payments less withdrawals is \$25,000 - \$500,000.
3A	Initial Maximum Total Interest Rate	Current Initial Maximum Total Interest Rate for each breakpoint will be displayed. This rate is subject to change for each Contract issued. The range for the minimum rate will be between 4.0%-6.0%.
3A	Index applicable to the Fixed Account Option [S&P 500®]	The current fixed index option is the S&P 500. The fixed index option may change for new issues of the Contract.
3A	Trademark disclosure ["S&P 500®" is a trademark of the McGraw Hill Companies, Inc. and has been licensed for use by the Company. This annuity is not sponsored, endorsed, sold or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of purchasing the annuity. The S&P 500 Index applicable to the Fixed Account Option does not include the payment or reinvestment of dividends in the calculation of performance and the S&P 500 Index is not available for direct investment.]	This is the mandatory trademark disclosure information required. This information will be revised as required.

	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
3A	Service Center address	Current service center address is shown. In the event of a change in the address of our Service Center, the new address will be shown.
3A	Toll-Free Numbers and Hours of Operation	Current toll-free numbers and hours of information are shown. Our toll-free numbers and hours of operation may change as a result of any address change in our Service Center, change of telephone number and/or business hours.
26	Interest rate [3.0%] used in the actuarial assumptions for the Basis of Computations	The current interest rate for the actuarial assumption is shown. In the event of a change in the interest rate for the annuity purchase rate, the new rate will be displayed.
27	Monthly income amounts under the Annuity Option Tables	The current income amounts according to the actuarial assumptions in the Basis of Computations is shown. In the event of a change in the interest rate in the actuarial assumptions, the income amounts in the Tables will be revised accordingly.

Variable Annuity Application Form No. 25-1169

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
1	Product Name	The name of the Product applied for will be displayed.
1	Company Addresses & Toll-Free Telephone Numbers	Current information shown. In the event of a change in the company address, internet address and/or toll-free telephone numbers, the new information will be shown, accordingly.
2	Section 6 - Contract Type – [Non-Qualified, SEP-IRA, IRA, Roth IRA, TSA/403(b), 401(a), 401(k), 457(b), 501(c), Keogh/HR10]	The contract may be issued in connection with any of the contract types indicated in this space. From time to time, we may add new contract types and remove those contract types that are no longer available or for which new sales have been discontinued.
2	Section 6 - Contract Type - [For trust-owned contracts, complete Trustee Certification and Disclosure form. 2 For non-qualified contracts, if owner is a non-natural person or corporation, complete the Non-Natural or Corporate-Owned Disclosure Statement. 3 For individual-owned or trust-owned Inherited IRA or Roth IRA contracts, complete appropriate Inherited IRA Certification form. 4 Complete TSA Certification. 5 Complete Qualified Plan and 457(b) Plan Disclosure.]	The references to internal forms shown in this space are their current titles. These references and their titles may change from time to time.
3	Section 7 - Initial Purchase Payment – [Make check payable to Pacific Life Insurance Company]	The text may be deleted in the future and will not appear if we feel the instructions are not necessary.
3	Section 9 - Allocation Options – [BlackRock Equity Index] [Pacific Asset Management Money Market]	The Variable Investment Options shown are those currently available under the contract to which Purchase Payments may be allocated. From time to time, we may add, change, or delete those Variable Investment Options without prior approval unless the new fund significantly alters the underlying structure of the contract.
5	Section 13 - Registered Representative's Statement – Option Box – [A], [B], [C]	The commission schedules available under the Contract in which the Registered Representative can choose from are displayed here. If there are no commission schedules available under the Contract, this box will not appear. We have bracketed the commission options A, B, & C to allow for future additions or deletions within the stated options, i.e, each option will either appear or not appear. The range of commission options is A, B, C, D, E, F, and G,
5	Regular Mail and Express Mail Delivery Addresses	Current addresses are shown. In the event of a change in the company's mailing addresses, the new addresses will be shown.

PACIFIC LIFE INSURANCE COMPANY
700 Newport Center Drive • Newport Beach, CA 92660

STATE OF ARKANSAS

CERTIFICATION

<u>Form Number(s):</u>	<u>Form Description(s):</u>
10-1169	Individual Limited Premium Deferred Variable Annuity with Index-Linked Interest Contract
25-1169	Variable Annuity Application

I, Nancy A. Hill, hereby certify that as contract form number 10-1169 is a variable annuity contract filed with the SEC with prospectus provided, no contract summary disclosure document is provided as contract summary documents are not provided with variable annuity contracts.



Company Officer

Nancy A. Hill
Name

Assistant Vice President Compliance
Title

1/21/10
Date

Contact Person:

Karen Givens, J.D.
Sr. Compliance Analyst
Product Compliance
Email: amfproduct.filing@paciiclife.com
866-746-2724 Ext. (3281)

PACIFIC LIFE INSURANCE COMPANY
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ARKANSAS

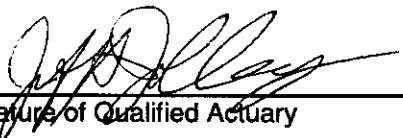
ACTUARIAL CERTIFICATION OF COMPLIANCE

<u>Form Number</u>	<u>Form Description</u>
10-1169	Individual Limited Premium Deferred Variable Annuity Contract with Index-Linked Interest
25-1169	Variable Annuity Application

I hereby certify that Pacific Life Insurance Company will address external-indexed contracts separately in the annual (Section 8) actuarial opinion and memorandum addressing each year the following:

1. The amount and type of assets held;
2. The level of reserves; and
3. An explanation of how the reserves were developed.

In addition, I further certify that Pacific Life Insurance Company will establish and maintain a detailed file defining the system for hedging.



Signature of Qualified Actuary

Jeff Jolley, FSA, MAAA

Name

Vice President and Chief Actuary

Title

1/20/10

Date